

STATEMENT OF WORK
Construction Services to Trench and Provide water drainage system for Delta Barrier
at Embassy Service and Main CAC.

1.0 INTRODUCTION

1.1 The subject of this Scope of Work is to Trench and provide water drainage system Delta Barriers on the Embassy compound located within Cantonment Accra.

1.2 This document is being issued by the US Embassy, Accra-Ghana with the purpose to enter a contract for the following works.

The contractor shall Trench and provide drainage system on all Delta Barriers to prevent Delta system corrosion.

Contractors shall take accurate measurement during site survey before submitting the quotation.

2.0 GENERAL REQUIREMENTS

2.1 The awarded contractor may provide design of a Trenched, drainage system on all Delta Barriers, by showing all connectivity meeting relevant standards. (subject to ESO or COR comment)

2.2 All materials/equipment used must be certified and must be submitted for approval by ESO or COR prior to installation. The contractor shall use high quality construction materials as specified.

2.3 The contractor shall be responsible for the supply of all machinery, labor, and materials necessary for the completion of the works. The contractor is responsible for all the contractor-owned tools and equipment at all times and shall provide a lockable tool and material box for their operatives if required.

2.4 SAFETY

2.4.1. Signs indicating the presence of construction works will need to be in place.

2.4.2. The construction site must be fenced by construction tapes and red cones. During works full protection of the surrounding area must be addressed.

2.4.3. Construction workers will be required to follow all safety regulations. Hard hats will be required and safety glasses for all cutting/drilling works.

2.4.4. Contractor must assure that proper “housekeeping” is kept during all times.

2.4.5. Contractor is responsible for following all safety regulations and/or instructions given by the embassy representative and required by OSHA and local safety guidelines.

3.0 GOVERNMENT MATERIAL (GM) *[include only if applicable] N/A No Government supplied materials for this project.*

Pursuant to Contract Clause FAR 52-245-2, Government-Furnished Property (Short Form), the Government will furnish the following materials and equipment for the installation by the Contractor. The Government Material (GM) is stored at *[provide location]*. The contractor shall move, uncrate, assemble, and install the GM. GM shall be uncrated and inspected by the contractor in the presence of the Contracting Officer's Representative (COR) to determine any damaged or missing parts. The contractor shall be responsible for damage or loss occurring after this inspection. The contractor shall notify the COR fourteen days in advance of the date the GM is needed. Any GM not incorporated in the work shall be returned to the Government and placed in storage at *[provide location]* as directed by the COR.

4.0 CONTRACT ADMINISTRATION

- 4.1 The Contractor shall not conduct any work that is beyond this Statement of Work and accompanying specifications unless directed in writing by the Contracting Officer [CO]. Any work done by the Contractor beyond this SOW and accompanying specifications without direction from the CO will be at the Contractor's own risk and at no cost to the Embassy.
- 4.2 The Contracting Officer shall provide a Notice to Proceed [NTP] to the Contractor. No work shall be initiated until the NTP is issued by the CO.
- 4.3 The Contracting Officer may designate more than one individual to serve as the Contracting Officer's Representative [COR]. The Contractor will be furnished evidence of COR appointments, including explicit authority delegated to each COR and their responsibilities.
- 4.4 The Embassy does not make representations or warranties of whatsoever kind or nature, either expressed or implied, as to the quality, level of completion, accuracy, extent of compliance with the standards, codes and requirements described or referred to in this SOW, or the extent of coordination between or among the documents provided to the Contractor.
- 4.5 The Embassy's review, approval, or acceptance of, nor payment for the services required under this contract shall be construed to operate as a waiver of any rights under this

contract or any cause of action against the Contractor arising out of the performance of this contract.

- 4.6 The Embassy has the right to inspect and test all services called for by the contract, to the extent practicable at all time and places during the term of the contract.
- 4.7 The Contracting Officer has the authority to issue a temporary stop order during the execution of any phase of this SOW. This authority may be executed when the Embassy requires time for official functions or is in possession of specific credible information indicating that the lives of Embassy personnel are immediately threatened and that the execution of the project will increase the Embassy's vulnerability. The Contractor shall promptly notify the CO that work has been stopped.
- 4.8 If any of the Contractor's services do not conform to the contract requirements, the COR may require the Contractor to perform the services again in conformity with the contract requirements. The Embassy may by contract or otherwise, perform the services and charge the Contractor any cost incurred by the Embassy that is directly related to the performance of such service or terminate the contract for default.
- 4.9 The Embassy has the right to terminate this contract of convenience at any time in whole, or from time to time, if the Contracting Officer determines it is in the interest of the Embassy.

5.0 RESPONSIBILITY OF THE CONTRACTOR

- 5.1 The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all installation and other services furnished under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its construction and other services.
- 5.2 The Contractor shall identify a Project Site Manager who shall be responsible for the overall management of the project and shall represent the Contractor on the site during installation. The Project Site Manager shall be approved by the COR.
- 5.3 The Project Site Manager shall attend all project meetings, prepare Status Reports on the project and submit them to the COR. Status Reports shall contain meeting minutes, accomplishments, arising concerns and proposed solutions, any proposed changed orders, and any other pertinent information required to report the progress of performance.
- 5.4 All documentation produced for this project will become the ownership of the Embassy at the completion of this project.
- 5.5 The Contractor shall verify that all materials, equipment, and systems provide operational

dependability. The Contractor assures the completed installation shall be easily maintained or replaced with readily available materials and services.

- 5.6 Any cost associated with services subcontracted by the Contractor shall be borne by and be the complete responsibility of the Contractor under the fixed price of this contract.
- 5.7 The Contractor shall be and remain liable to the Embassy in accordance with applicable law for all damages to the Embassy caused by the Contractor's negligent performance of any of the services furnished under this contract. The rights and remedies for the Embassy provided for under this contract are in addition to any other rights and remedies provided by law.

6.0 PRE-SUPPLY AND PRE-INSTALLATION REQUIREMENTS

- 6.1 The Contractor shall visit the site to fully be informed of all the conditions and limitations applied to the work and submit a **firm fixed price** cost proposal for all the work. No subsequent cost allowance will be made to the Contractor for neglect of the existing conditions.
- 6.2 The Contractor shall prepare and submit a Quality Control Schedule [QCS] and Project Safety Plan [PSP] to address the project. The QCS and PSP are intended to document the entire project from beginning to end.
- 6.4 Submit a copy of a Contractor's Supply and Installation Guarantee covering the awning, work, labor and installation for a period of ONE [1] year at no cost to the Embassy signed by the Contractor.

7.0 INSTALLATION REQUIREMENTS

- 7.1 No installation shall begin until approvals of the Pre-Construction Submittals are accepted by the COR.
- 7.2 The contractor shall provide the COR with a formal written time-schedule before initiation of works.
- 7.3 All materials to be used shall be indicated at the bidding and approved by the COR and they shall be new unless noted otherwise.
- (a) All materials, equipment is to be used or installed for this project, shop drawings, working schedule shall be approved in advance by the Contracting Officer

(b) Debris and other waste materials must not be allowed to accumulate on the site. Contractor will transport materials off U.S. government property and legally dispose of them on daily basis. Contractor must not burn any materials on site.

(c) Ensure that construction workers do not stray into restricted areas on the compound.

(d) All materials, equipment and finished works shall be kept in good condition. The complete work shall be the Contractors property until handed over to the U.S Government.

7.4 The Contractor will be provided with a storage and staging area as determined by the COR. The Contractor shall be responsible for restoring the area to its original condition at the completion of the work. The Contractor shall be responsible for repair of any damage incurred to buildings or pavement because of storage activities. The Contractor is responsible for obtaining any additional off compound storage areas as required.

7.5 Landscape Restoration - The surfaces of all unpaved areas disturbed by installation and transportation activities shall be sodded with an approved grass native to the sodded area as approved by the COR. These shall include areas which existing pavement is removed, areas where excavation takes place, and areas where existing sod is killed or compacted by construction activities. Landscape shrubs killed or damaged by construction activities shall be replaced with same species and size.

8.0 DELIVERABLE SCHEDULE

8.1 The Contractor shall commence work under this contract promptly, execute the work diligently, and achieve final completion and acceptance including final cleanup of the premises within the period specified.

8.2	Milestones:	
	Contractor Pre-Proposal Site Visit	<i>TBD</i>
	Award of Contract & Notice to Proceed	<i>TBD</i>
	Pre-Construction Submittals	TBD
	Embassy Submittal Review	TBD
	Construction Begins	TBD after NTP
	Construction	<i>TBD</i>

9.0 PAYMENTS

9.1 The Contractor shall provide a fixed priced lump sum proposal to the Contracting Officer. The Contractor may submit requests for progress payments at monthly intervals to cover

the value of labor and materials completed to date. In making progress payments, there shall be retained 10% of the amount due until final completion.

- 9.2 The Contractor shall submit one copy of all payment invoices, with the appropriate backup documents to the COR. The COR will determine if the invoice is complete and proper as submitted. The COR also will determine if billed services have been satisfactorily performed and if expenses billed are correct. If it is determined that the amount billed is incorrect, the COR will within seven days, request the Contractor to submit a revised invoice.
- 9.3 The Contractor shall specifically identify his last invoice "Final Invoice." The Final invoice shall include the remaining payment claimed to be due under the basic contract and all modifications issued, if any. The final invoice shall also have the Contractor's Release of Claims Certificate attached.

END OF STATEMENT OF WORK